

PROFESSIONAL SERVICES

13. Approve Ranking List; Authorize Negotiations, and Award Master Agreements for PS-5166-04/TLR – Architectural & Engineering Services for Construction Projects which Cost Under \$500,000.

PS-5166-04/TLR will provide three licensed Architects/Engineers firms to perform various professional services, including Construction Engineering and Inspection (CEI), on small scale construction projects with an estimated construction cost not to exceed \$500,000.00. The projects will include restoration, renovation, construction and general consulting and the services will be provided in accordance with all applicable Federal, State and local statutes, ordinances, rules and regulations.

This project was publicly advertised and the County received seven submittals (listed in alphabetical order):

- A/R.C Associates, Inc., Orlando
- Bentley Architects & Engineers, Inc., Longwood
- GLE Associates, Inc., Orlando
- Hanson Professional Services, Inc., Maitland
- KZF Design LLC, Orlando
- SCA Design Group, Winter Park
- Starmer Ranaldi Planning & Architecture, Winter Springs

The Evaluation Committee, which consisted of Rafael Fernandez, Principal Coordinator; Frank Raymond, Sr Coordinator; Chief Bill Baer, Public Safety, EMS; and Carol Hunter, Sr. Engineer, evaluated the submittals and short-listed four firms (listed alphabetically):

- Bentley Architects & Engineers, Inc., Longwood
- GLE Associates, Inc., Orlando
- Hanson Professional Services, Inc., Maitland
- Starmer Ranaldi Planning & Architecture, Winter Springs

Consideration was given to the following criteria:

- Project Approach/technical issues
- Team Experience and Make-up
- Similar Experience
- QA/QC Plan per project

The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate with each firm in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA).

- Bentley Architects & Engineers, Inc., Longwood
- GLE Associates, Inc., Orlando
- Starmer Ranaldi Planning & Architecture, Winter Springs

Administrative Services/Facilities Maintenance and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the ranking, authorize staff to negotiate, and authorize the Chairman to execute the three Agreements prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL
PS TABULATION SHEET**

PS NUMBER: PS-5166-04/TLR
 PS TITLE : Master Agreement for Architectural & Engineering
 Services (NTE Construction cost of \$500,000)
 DATE: June 23, 2004 TIME: 2:00 P.M.

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	Response 4
A/R/C Associates Inc. Donald G. Dörner, President 601 N. Fern Creek Ave., Ste. 100 Orlando, FL 32803 407 896-7875 Ph. 407 898-6043 Fx	Bentley Architects & Engineers, Inc. Gary L. Kranston, A.I.A., VP 665 W. Warren Ave. Longwood, FL 32750 407 331-6116 Ph. 407 331-4566 Fx.	GLE Associates, Inc. R. Quinn Turner, AIA, Principal Architect 1320 N. Semoran Blvd., Ste. 203 Orlando, FL 32807 407 658-4151 Ph. 407 658-4410 Fx.	Hanson Professional Services, Inc. William C. Bradford, VP 720 N. Maitland Ave., #102 Maitland, FL 32751 407 622-2050 Ph. 407 622-2051 Fx.
RESPONSE -5-	RESPONSE -6-	RESPONSE -7-	
KZF Design LLC Joseph H. Morgan, RA, EVP 111 N. Orange Ave., Ste. 715 Orlando, FL 32801 407 649-1313 Ph. 407 649-7713 Fx.	SCA design Group Lynn Hill, Project Director 1412 Trovillion Ave. Winter Park, FL 32789 407 645-1628 Ph. 407 645-5647 Fx.	Starmer Ranaldi Planning & Architecture Joseph A. Ranaldi, AIA NCARB, VP 890 Northern Way, E-1 Winter Springs, FL 32708 407 977-1080 Ph. 407 977-1019 Fx.	

Tabulated by: T. Roberts, CPPB, Contracts Analyst – Posted 06/23/04

Evaluation Committee Meeting: July 6, 2004 @ CSB

Short Listed Firms: Bentley Architects; GLE Associates; Hanson Professional Services; and Starmer Ranaldi Planning & Architecture


Presentations Date: July 22, 2004

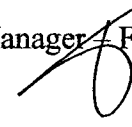
Recommendation: Bentley Architects; GLE Associates & Starmer Ranaldi Planning & Architecture (7/22/04)

BCC for Award: August 24, 2004

MEMORANDUM

To: Peter Maley, Contracts Supervisor – Purchasing Division

From: Rafael Fernandez, Principal Coordinator – Facilities Maintenance Division 

Thru: Speed Thomas, Manager / Facilities Maintenance Division 

Date: July 6, 2004

Subject: Justification of Continuing Contract-Architectural & Engineering Services
Short List, PS-5166-04TLR

The purpose of this memorandum is to report the recommendation of the evaluation committee that met today at 10:00 AM.

Expressions of Interest from seven (7) firms were evaluated by the committee. Bentley Architects & Engineers, Inc., GLE Associates, Inc., Hanson Professional Services, Inc and Starmer Ranaldi Planning & Architecture (listed in alphabetical order) have been recommended to be short listed for formal presentations/interviews.

The following matrix summarizes the attributes of each firm related to the specified criteria.

Criteria	Bentley Architects.	GLE Associates	Hanson Professional	Starmer Ranaldi
Qualifications/Experience 50%	Vast experience with Seminole County Government projects	County & School Board experience. Fully staffed office, all disciplines in house.	Good experience, County and School Boards	Architectural & Construction experience
Approach/Understanding 30%	Practical approach to problems	Realistic approach to projects	Good approach to projects	Good approach to projects
Ability to Perform 20%	On schedule response, local office, Longwood	Full local staff, Orlando.	Full staff in house, Maitland	Subcontracts other disciplines

If you have any questions please call me at ext. 5279.

PS-5166-04/TLR

CONSULTANT	R. Fernandez	F. Raymond	W. Baer	C. Hunter	TOTAL	
Bentley Architects & Engineers	88.8	86.5	89.5	94	358.8	3
GLE Associates, Inc.	90.3	85	90	95	360.3	2
Hanson Professional Services	78	62	76.5	85	301.5	4
Starmer Ranaldi Planning & Architecture	92.6	86.5	93.5	94	366.6	1

Ranking

1	Starmer Ranaldi
2	GLE Associates
3	Bentley Architects
4	Hanson Professional Services

ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT (PS-5166-04/TLR)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY," and **BENTLEY ARCHITECTS & ENGINEERS, INC.**, a corporation existing under the laws of the State of Florida, whose address is 665 W. Warren Avenue, Longwood, Florida 32750, hereinafter called the "ARCHITECT".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified architect to perform architectural and engineering services for various renovation, construction and general consultation on projects with an estimated construction cost of less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of architects and engineers; and

WHEREAS, ARCHITECT is a licensed architect in accordance with all applicable Federal, State and local statutes, ordinances, rules and regulations; and

WHEREAS, the ARCHITECT is competent and qualified to furnish architectural and engineering services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the ARCHITECT agree as follows:

Section 1. Services. COUNTY does hereby retain ARCHITECT to furnish professional services and perform those tasks generally described as, but not limited to, architectural and engineering services for various restoration and small scale construction projects, each restoration of construction project not to exceed an estimated construction cost of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). Said required services shall be specifically enumerated in the form of written Work Orders issued by the Purchasing and Contracts Division authorizing performance of the specific project. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Authorization for Services. Authorization for performance of professional services by the ARCHITECT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the ARCHITECT. Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. Work Orders issued pursuant to this Agreement shall be substantially in the form set forth in the attached Exhibit "B," which is attached for illustrative purposes only. The COUNTY makes no covenant or promise as to the number of available projects nor that, the ARCHITECT will perform any project for the COUNTY during the life of this Agreement.

Section 3. Time for Completion. The services to be rendered by the ARCHITECT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time

schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 4. Compensation. The COUNTY agrees to compensate the ARCHITECT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The total compensation paid to the ARCHITECT for all services performed pursuant to this Agreement shall not exceed annual amounts budgeted by the COUNTY for this project.

Section 5. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The ARCHITECT shall perform all work required by the Work Order but; in no event, shall the ARCHITECT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order shall be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If the Not-to-Exceed amount is provided, the ARCHITECT shall perform all work required by the Work Order; but, in no event, shall the ARCHITECT be paid more than the Not-to-Exceed amount specified in the applicable Work Order. The amount shall include all reimbursable expenses.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The ARCHITECT is not authorized to exceed the amount without prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The ARCHITECT shall advise the COUNTY whenever the ARCHITECT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%)

of the Limitation of Funds Amount.

(d) For Work Orders issued on a "Fixed Fee Basis", the ARCHITECT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the ARCHITECT ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis". The amount shall include reimbursable expenses. Reimbursable expenses shall be approved by the COUNTY before they are incurred.

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the ARCHITECT may invoice the amount due for actual work hours performed, but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the ARCHITECT ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to Exceed amount shall be treated separately for retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the ARCHITECT may invoice the amount for services actually performed and completed. The COUNTY shall pay the ARCHITECT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds Amount.

(h) Payments shall be made by the COUNTY to the ARCHITECT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. ARCHITECT shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing the services rendered, the cost of the services, the name and address of the ARCHITECT, Work Order Number, Contract Number and all other information required by this Agreement. The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Facilities Maintenance Manager
205 West County Home Road
Sanford, Florida 32771

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from ARCHITECT.

Section 6. General Terms and Payment.

(a) Upon satisfactory completion of all work required under Work Orders issued hereunder or any supplement thereto, and, upon acceptance of the work by the COUNTY, the ARCHITECT may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by the COUNTY. The COUNTY shall pay the ARCHITECT within thirty (30) days of receipt of such valid invoice. Each Work Order shall be treated separately for final payment purposes.

(b) The COUNTY may perform or have performed an audit of the records of the ARCHITECT after final payment to support final payment under any Work Orders issued hereunder. This audit would be performed at a time mutually agreeable to the ARCHITECT and the COUNTY subsequent to the close of the final fiscal period in which the last work is

performed. Total compensation to the ARCHITECT may be determined subsequent to an audit as provided for in this subsection and the immediately following subsection, and the total compensation so determined shall be used to calculate final payment to the ARCHITECT. The accomplishment of this audit shall not delay final payment as provided in Section 6(a).

(c) In addition to the above, if Federal funds are used for any work under this Agreement, the Comptroller General of the United States, or any duly authorized representative or any other appropriate Federal agency, shall have access to any and all books, documents, papers and records of the ARCHITECT which are directly pertinent to work performed under this Agreement as determined by the COUNTY for purposes of making audits, examinations, excerpts and transcriptions.

(d) The ARCHITECT agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections 6(b) and (c). Separate accounting records shall be maintained by the ARCHITECT for each Work Order.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in subsection 6(d) reveals any overpayment by the COUNTY to the ARCHITECT under the terms of this Agreement, the ARCHITECT shall refund such overpayment to the COUNTY within thirty (30) days of notice of same by the COUNTY to the ARCHITECT.

Section 7. Responsibilities of the Architect.

(a) ARCHITECT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, plats, maps, surveys, specifications, permitting through Development Review Board and other County agencies involved in permitting, and other services furnished by ARCHITECT under this Agreement. ARCHITECT shall, without additional compensation correct or revise any errors or deficiencies in his designs, drawings, specifications, and other services.

(b) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the ARCHITECT shall be and remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the ARCHITECT's performance of any of the services furnished under this Agreement.

(c) If, because of ARCHITECT breach, COUNTY incurs any expense in enforcing the terms of this Agreement, whether suit be brought or not, ARCHITECT agrees to pay all such costs and expenses, including, but not limited to, court costs, interest, and reasonable attorney's fee.

(d) The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

Section 8. Ownership of Documents. All deliverable drawings, AutoCad files, specifications, analysis, reference data, survey data, plans and reports or any other form of written or electronic instrument or document that may result from the ARCHITECT's services or have been created during the course of the ARCHITECT's performance under this Agreement shall become the property of the COUNTY after final payment is

made to the ARCHITECT. No changes or revisions to the documents furnished by the ARCHITECT shall be made by COUNTY or its agents without the written approval of ARCHITECT.

Section 9. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and at the sole option of the COUNTY, shall be renewable thereafter for three (3) successive periods not to exceed one (1) year each on the same terms and conditions. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to said Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by said Work Order.

Section 10. Termination.

(a) The COUNTY may, by written notice to the ARCHITECT terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the ARCHITECT to fulfill its Agreement obligations. Upon receipt of such notice, the ARCHITECT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the ARCHITECT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the ARCHITECT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the ARCHITECT shall be paid no more than a percentage

of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the ARCHITECT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the ARCHITECT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The ARCHITECT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the ARCHITECT; provided, however, that the ARCHITECT shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the ARCHITECT.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the ARCHITECT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 11. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to

it, the Agreement shall prevail.

Section 12. Equal Opportunity Employment. The ARCHITECT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 13. No Contingent Fees. The ARCHITECT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the ARCHITECT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the ARCHITECT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 14. Conflict of Interest.

(a) The ARCHITECT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter*

112, *Florida Statutes*, relating to ethics in government. See *County Personnel Policy 4.10(F)*.

(b) The ARCHITECT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the ARCHITECT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the ARCHITECT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 15. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 16. Subcontractors. In the event that the ARCHITECT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the ARCHITECT must first secure the prior express written approval of the County Project Manager.

Section 17. Indemnification of County.

(a) The ARCHITECT agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising in any way whatsoever from, allegedly arising from, or related to the provision of services hereunder by the ARCHITECT, its officers, agents, servants or

employees. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by the COUNTY to the ARCHITECT, then TWO HUNDRED AND NO/100 DOLLARS (\$200.00) of the compensation set forth in Section 4 of this Agreement shall be deemed to be such specific consideration. The ARCHITECT acknowledges the adequacy and sufficiency of said specific consideration.

Section 18. Insurance.

(a) General. The ARCHITECT shall at the ARCHITECT's own cost, procure the insurance required under this Section.

(1) The ARCHITECT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the ARCHITECT, the ARCHITECT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the ARCHITECT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in

accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the ARCHITECT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by ARCHITECT shall relieve the ARCHITECT of the ARCHITECT's full responsibility for performance of any obligation including ARCHITECT's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes. .

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no

longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the ARCHITECT shall, as soon as the ARCHITECT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the ARCHITECT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the ARCHITECT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the ARCHITECT, the ARCHITECT shall, at the ARCHITECT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the ARCHITECT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) ARCHITECT's insurance shall cover the ARCHITECT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The ARCHITECT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the ARCHITECT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers'

Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The ARCHITECT's insurance shall cover the ARCHITECT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the ARCHITECT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The ARCHITECT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by ARCHITECT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the ARCHITECT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the ARCHITECT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

(g) Subcontractors. If the ARCHITECT subcontracts any of its service, then the ARCHITECT shall require the subcontractor to maintain all insurance coverages specified in this Section.

Section 19. Alternative Dispute Resolution. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to participation in COUNTY administrative dispute resolution procedures. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures", Seminole

County Administrative Code. Contract claims include all controversies arising under this Agreement with administrative dispute resolution procedures set forth in §220.102, "Contract Claims", Seminole County Code.

Section 20. Representatives of the County and the Architect.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the ARCHITECT, shall designate in writing and shall advise the ARCHITECT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The ARCHITECT shall, at all times during the normal work week, designate or appoint one or more representatives of the ARCHITECT who are authorized to act in behalf of and bind the ARCHITECT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

Section 21. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements of understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 22. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 23. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the ARCHITECT including its officers, employees, and agents the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The ARCHITECT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

Section 24. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Seminole County Purchasing Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR ARCHITECT:

Bentley Architects & Engineers, Inc.
665 W. Warren Avenue
Longwood, Florida 32750

Section 25. Rights at Law Retained. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

BENTLEY ARCHITECTS & ENGINEERS, INC.

_____, Secretary

By: _____
GARY L. KRANSTON, AIA
Vice-President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
7/23/04
ps-5166-bentley

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order
- Exhibit "C" - Rate Schedule

SCOPE OF SERVICES EXHIBIT A

Services:

Licensed Architect/Engineer in accordance to all applicable Federal, State and local statutes, ordinances, rules and regulations to perform architectural/engineering services for various renovation, restoration, construction and general consulting on projects in Seminole County. Architectural and engineering services to include CEI for various restoration renovation and small scale construction projects not exceeding an estimated construction cost of \$500,000.00.

Authorization for Services under the Master Agreement/Continuing Contract:

Authorization for performance of professional services by the Architect/Engineer under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Architect. Each Work Order shall describe the services required, state the dates of commencement and completion of work and establish the amount and method of payment. The County makes no covenant or promise as to the number of available projects nor that, the Architect will perform any project for the County during the life of this Agreement.

Selection of Consultants (Once the Master Agreement is in place):

When dealing with multiple Consultants under a Master Agreement, the County will request a technical memorandum/scope of work and fee proposal from all of the Consultants qualified under the Agreement. The request will include statement of work, elements, submission information and any other pertinent information for a particular project. The criteria for selection will be based on the technical proposal, fee proposal and delivery of services.

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____

Contract Title: _____

Project Title: _____

Consultant: _____

Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

(Company Name)

By: _____, President

Date: _____

(CORPORATE SEAL) _____, Secretary

----- ***** ----- ***** ----- ***** ----- ***** -----

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)

By: _____

Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code

**WORK ORDER
TERMS AND CONDITIONS**

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

RATE SCHEDULE
As of July 31, 2004

Employee Title	HOURLY RATE	Fringe & Overhead 1.62	Burdened Rate	Profit Rate 11%	Total Billing Rate
Chief Engineer	\$ 72.11	\$ 116.82	\$ 188.93	\$ 20.78	\$ 209.71
Senior Architect	\$ 36.06	\$ 58.42	\$ 94.48	\$ 10.39	\$ 104.87
Project Architect	\$ 24.04	\$ 38.94	\$ 62.98	\$ 6.93	\$ 69.91
Project Engineer	\$ 30.77	\$ 49.85	\$ 80.62	\$ 8.87	\$ 89.49
Engineering Intern					
Intern #1	\$ 23.56				
Intern #2	\$ 21.63				
Intern #3	\$ 18.51				
Intern #4	\$ 18.51				
Average for Engineering Intern	\$ 20.55	\$ 33.30	\$ 53.85	\$ 5.92	\$ 59.77
Engineer Technician					
Technician #1	\$ 18.51				
Technician #2	\$ 18.27				
Average for Engineer Technical	\$ 18.39	\$ 29.79	\$ 48.18	\$ 5.30	\$ 53.48
Architectural Designer (Intern)					
Designer #1	\$ 16.83				
Designer #2	\$ 15.86				
Designer #3	\$ 15.14				
Average for Arch. Designer	\$ 15.94	\$ 25.83	\$ 41.77	\$ 4.59	\$ 46.37
Project Administration/Clerical					
Clerical #1	\$ 20.19				
Clerical #2	\$ 17.31				
Clerical #3	\$ 18.27				
Clerical #4	\$ 13.22				
Average for Clerical	\$ 17.25	\$ 27.94	\$ 45.19	\$ 4.97	\$ 50.16

****Note:** Our Fringe and overhead multiplier per our audit is 1.9639, so we used the maximum rate allowed of 1.62

ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT (PS-5166-04/TLR)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY," and **STARMER RANALDI PLANNING AND ARCHITECTURE**, a corporation existing under the laws of the State of Florida, whose address is 890 Northern Way, E-1, Winter Springs, Florida 32708, hereinafter called the "ARCHITECT".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified architect to perform architectural and engineering services for various renovation, construction and general consultation on projects with an estimated construction cost of less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of architects and engineers; and

WHEREAS, ARCHITECT is a licensed architect in accordance with all applicable Federal, State and local statutes, ordinances, rules and regulations; and

WHEREAS, the ARCHITECT is competent and qualified to furnish architectural and engineering services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the ARCHITECT agree as follows:

Section 1. Services. COUNTY does hereby retain ARCHITECT to furnish professional services and perform those tasks generally described as, but not limited to, architectural and engineering services for various restoration and small scale construction projects, each restoration of construction project not to exceed an estimated construction cost of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). Said required services shall be specifically enumerated in the form of written Work Orders issued by the Purchasing and Contracts Division authorizing performance of the specific project. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Authorization for Services. Authorization for performance of professional services by the ARCHITECT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the ARCHITECT. Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. Work Orders issued pursuant to this Agreement shall be substantially in the form set forth in the attached Exhibit "B," which is attached for illustrative purposes only. The COUNTY makes no covenant or promise as to the number of available projects nor that, the ARCHITECT will perform any project for the COUNTY during the life of this Agreement.

Section 3. Time for Completion. The services to be rendered by the ARCHITECT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time

schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 4. Compensation. The COUNTY agrees to compensate the ARCHITECT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The total compensation paid to the ARCHITECT for all services performed pursuant to this Agreement shall not exceed annual amounts budgeted by the COUNTY for this project.

Section 5. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The ARCHITECT shall perform all work required by the Work Order but; in no event, shall the ARCHITECT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order shall be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If the Not-to-Exceed amount is provided, the ARCHITECT shall perform all work required by the Work Order; but, in no event, shall the ARCHITECT be paid more than the Not-to-Exceed amount specified in the applicable Work Order. The amount shall include all reimbursable expenses.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The ARCHITECT is not authorized to exceed the amount without prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The ARCHITECT shall advise the COUNTY whenever the ARCHITECT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%)

of the Limitation of Funds Amount.

(d) For Work Orders issued on a "Fixed Fee Basis", the ARCHITECT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the ARCHITECT ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis". The amount shall include reimbursable expenses. Reimbursable expenses shall be approved by the COUNTY before they are incurred.

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the ARCHITECT may invoice the amount due for actual work hours performed, but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the ARCHITECT ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to Exceed amount shall be treated separately for retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the ARCHITECT may invoice the amount for services actually performed and completed. The COUNTY shall pay the ARCHITECT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds Amount.

(h) Payments shall be made by the COUNTY to the ARCHITECT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. ARCHITECT shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing the services rendered, the cost of the services, the name and address of the ARCHITECT, Work Order Number, Contract Number and all other information required by this Agreement. The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Facilities Maintenance Manager
205 West County Home Road
Sanford, Florida 32771

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from ARCHITECT.

Section 6. General Terms and Payment.

(a) Upon satisfactory completion of all work required under Work Orders issued hereunder or any supplement thereto, and, upon acceptance of the work by the COUNTY, the ARCHITECT may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by the COUNTY. The COUNTY shall pay the ARCHITECT within thirty (30) days of receipt of such valid invoice. Each Work Order shall be treated separately for final payment purposes.

(b) The COUNTY may perform or have performed an audit of the records of the ARCHITECT after final payment to support final payment under any Work Orders issued hereunder. This audit would be performed at a time mutually agreeable to the ARCHITECT and the COUNTY subsequent to the close of the final fiscal period in which the last work is

performed. Total compensation to the ARCHITECT may be determined subsequent to an audit as provided for in this subsection and the immediately following subsection, and the total compensation so determined shall be used to calculate final payment to the ARCHITECT. The accomplishment of this audit shall not delay final payment as provided in Section 6(a).

(c) In addition to the above, if Federal funds are used for any work under this Agreement, the Comptroller General of the United States, or any duly authorized representative or any other appropriate Federal agency, shall have access to any and all books, documents, papers and records of the ARCHITECT which are directly pertinent to work performed under this Agreement as determined by the COUNTY for purposes of making audits, examinations, excerpts and transcriptions.

(d) The ARCHITECT agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections 6(b) and (c). Separate accounting records shall be maintained by the ARCHITECT for each Work Order.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in subsection 6(d) reveals any overpayment by the COUNTY to the ARCHITECT under the terms of this Agreement, the ARCHITECT shall refund such overpayment to the COUNTY within thirty (30) days of notice of same by the COUNTY to the ARCHITECT.

Section 7. Responsibilities of the Architect.

(a) ARCHITECT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, plats, maps, surveys, specifications, permitting through Development Review Board and other County agencies involved in permitting, and other services furnished by ARCHITECT under this Agreement. ARCHITECT shall, without additional compensation correct or revise any errors or deficiencies in his designs, drawings, specifications, and other services.

(b) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the ARCHITECT shall be and remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the ARCHITECT's performance of any of the services furnished under this Agreement.

(c) If, because of ARCHITECT breach, COUNTY incurs any expense in enforcing the terms of this Agreement, whether suit be brought or not, ARCHITECT agrees to pay all such costs and expenses, including, but not limited to, court costs, interest, and reasonable attorney's fee.

(d) The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

Section 8. Ownership of Documents. All deliverable drawings, AutoCad files, specifications, analysis, reference data, survey data, plans and reports or any other form of written or electronic instrument or document that may result from the ARCHITECT's services or have been created during the course of the ARCHITECT's performance under this Agreement shall become the property of the COUNTY after final payment is

made to the ARCHITECT. No changes or revisions to the documents furnished by the ARCHITECT shall be made by COUNTY or its agents without the written approval of ARCHITECT.

Section 9. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and at the sole option of the COUNTY, shall be renewable thereafter for three (3) successive periods not to exceed one (1) year each on the same terms and conditions. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to said Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by said Work Order.

Section 10. Termination.

(a) The COUNTY may, by written notice to the ARCHITECT terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the ARCHITECT to fulfill its Agreement obligations. Upon receipt of such notice, the ARCHITECT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the ARCHITECT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the ARCHITECT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the ARCHITECT shall be paid no more than a percentage

of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the ARCHITECT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the ARCHITECT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The ARCHITECT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the ARCHITECT; provided, however, that the ARCHITECT shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the ARCHITECT.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the ARCHITECT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 11. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to

it, the Agreement shall prevail.

Section 12. Equal Opportunity Employment. The ARCHITECT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 13. No Contingent Fees. The ARCHITECT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the ARCHITECT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the ARCHITECT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 14. Conflict of Interest.

(a) The ARCHITECT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter*

112, *Florida Statutes*, relating to ethics in government. See *County Personnel Policy 4.10(F)*.

(b) The ARCHITECT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the ARCHITECT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the ARCHITECT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 15. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 16. Subcontractors. In the event that the ARCHITECT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the ARCHITECT must first secure the prior express written approval of the County Project Manager.

Section 17. Indemnification of County.

(a) The ARCHITECT agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising in any way whatsoever from, allegedly arising from, or related to the provision of services hereunder by the ARCHITECT, its officers, agents, servants or

employees. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by the COUNTY to the ARCHITECT, then TWO HUNDRED AND NO/100 DOLLARS (\$200.00) of the compensation set forth in Section 4 of this Agreement shall be deemed to be such specific consideration. The ARCHITECT acknowledges the adequacy and sufficiency of said specific consideration.

Section 18. Insurance.

(a) General. The ARCHITECT shall at the ARCHITECT's own cost, procure the insurance required under this Section.

(1) The ARCHITECT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the ARCHITECT, the ARCHITECT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the ARCHITECT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in

accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the ARCHITECT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by ARCHITECT shall relieve the ARCHITECT of the ARCHITECT's full responsibility for performance of any obligation including ARCHITECT's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes. .

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no

longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the ARCHITECT shall, as soon as the ARCHITECT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the ARCHITECT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the ARCHITECT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the ARCHITECT, the ARCHITECT shall, at the ARCHITECT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the ARCHITECT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) ARCHITECT's insurance shall cover the ARCHITECT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The ARCHITECT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the ARCHITECT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers'

Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The ARCHITECT's insurance shall cover the ARCHITECT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the ARCHITECT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The ARCHITECT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by ARCHITECT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the ARCHITECT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the ARCHITECT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

(g) Subcontractors. If the ARCHITECT subcontracts any of its service, then the ARCHITECT shall require the subcontractor to maintain all insurance coverages specified in this Section.

Section 19. Alternative Dispute Resolution. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to participation in COUNTY administrative dispute resolution procedures. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures", Seminole

County Administrative Code. Contract claims include all controversies arising under this Agreement with administrative dispute resolution procedures set forth in §220.102, "Contract Claims", Seminole County Code.

Section 20. Representatives of the County and the Architect.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the ARCHITECT, shall designate in writing and shall advise the ARCHITECT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The ARCHITECT shall, at all times during the normal work week, designate or appoint one or more representatives of the ARCHITECT who are authorized to act in behalf of and bind the ARCHITECT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

Section 21. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements of understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 22. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 23. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the ARCHITECT including its officers, employees, and agents the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The ARCHITECT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

Section 24. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Seminole County Purchasing Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR ARCHITECT:

Starmer Ranaldi Planning and Architecture
890 Northern Way, E-1
Winter Springs, Florida 32708

Section 25. Rights at Law Retained. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

STARMER RANALDI PLANNING
AND ARCHITECTURE

Witness

By: _____
JOSEPH A. RANANDI, A1A, NCARB
Vice-President

Witness

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
7/23/04
ps-5166-starmer ranaldi

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order
- Exhibit "C" - Rate Schedule

SCOPE OF SERVICES EXHIBIT A

Services:

Licensed Architect/Engineer in accordance to all applicable Federal, State and local statutes, ordinances, rules and regulations to perform architectural/engineering services for various renovation, restoration, construction and general consulting on projects in Seminole County. Architectural and engineering services to include CEI for various restoration renovation and small scale construction projects not exceeding an estimated construction cost of \$500,000.00.

Authorization for Services under the Master Agreement/Continuing Contract:

Authorization for performance of professional services by the Architect/Engineer under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Architect. Each Work Order shall describe the services required, state the dates of commencement and completion of work and establish the amount and method of payment. The County makes no covenant or promise as to the number of available projects nor that, the Architect will perform any project for the County during the life of this Agreement.

Selection of Consultants (Once the Master Agreement is in place):

When dealing with multiple Consultants under a Master Agreement, the County will request a technical memorandum/scope of work and fee proposal from all of the Consultants qualified under the Agreement. The request will include statement of work, elements, submission information and any other pertinent information for a particular project. The criteria for selection will be based on the technical proposal, fee proposal and delivery of services.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
 Contract Title: _____
 Project Title: _____

Consultant: _____
 Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary
 (CORPORATE SEAL)

 (Company Name)

By: _____, President
 Date: _____

WITNESSES:

 (Contracts Analyst, print name)

By: _____
 Peter W. Maley, Contracts Supervisor

Date: _____

 (Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
 County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.



July 30, 2004

Tammy L. Roberts, CPPB
Sr. Contracts Analyst, Purchasing and Contracts Division
Seminole County
1101 East First Street
Sanford, FL 32771-1468

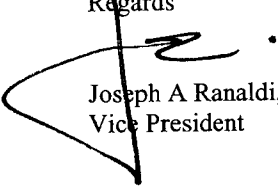
RE: PS-5166-04/TLR – Master Agreement for Architectural & Engineering Services, (NTE Construction Cost of \$500,000)

Amy

As requested, below please find the salary rates for all personnel/positions engaged directly on the project referenced above.

Please call if questions arise.

Regards


Joseph A Ranaldi, AIA NCARB
Vice President

SRI OVERHEAD

$$1 + 1.58 \times 1.11 = 2.86$$

<u>EMPLOYEE</u>	<u>RAW SALARIES</u>	<u>FRINGE & OVERHEADED MULTIPLIER</u>	<u>BILLABLE RATE</u>
Project Officer / Director	55.29	2.86	158.13
Project Manager	28.85	2.86	82.51
Senior Architect	32.69	2.86	93.49
Architect	28.85	2.86	82.51
Architectural Technician	21.63	2.86	61.86
Construction Administrator	28.85	2.86	82.51
Computer Draftsman	16.83	2.86	48.13
Administrative Support	15.38	2.86	43.99

CONSULTANTS

MECHANICAL/ELECTRICAL & FIRE PROTECTION

<u>EMPLOYEE</u>	<u>RAW SALARIES</u>	<u>FRINGE & OVERHEAED MULTIPLIER</u>	<u>BILLABLE RATE *</u>
Division Director	56	2.9	162.40
Senior Engineer	45	2.9	130.50
Project Engineer	35	2.9	101.50
Engineer/Specialist	27	2.9	78.30
Graduate Engineer, Designer, Administrative, Secretary	21	2.9	61.90
Technician, Secretary, Intern, Clerical	15	2.9	43.50

CIVIL & STRUCTURAL

<u>EMPLOYEE</u>	<u>RAW SALARIES</u>	<u>FRINGE & OVERHEAED MULTIPLIER</u>	<u>BILLABLE RATE *</u>
Project Management	41.34	2.9	119.89
Senior Engineer	42.30	2.9	122.67
Senior Planner	34.61	2.9	100.37
Project Engineer	26.51	2.9	76.88
Project Planner	25.13	2.9	72.88
CAD Technician	16.40	2.9	47.56
Spec/Clerical	12.00	2.9	34.80

* SRI profit of 11% not included in consultants billable rate.

ROOFING CONSULTANT

<u>EMPLOYEE</u>	<u>RAW SALARIES</u>	<u>FRINGE & OVERHEAED MULTIPLIER</u>	<u>BILLABLE RATE *</u>
Principal In Charge	36.06	2.9	104.57
Project Architect	34.13	2.9	98.98
Architect	25.48	2.9	73.89
Roof Technician	20.19	2.9	58.55
CAD/Drafter	15.58	2.9	45.18
Administrative Support	15.38	2.9	44.60

COST ESTIMATING

<u>EMPLOYEE</u>	<u>RAW SALARIES</u>	<u>FRINGE & OVERHEAED MULTIPLIER</u>	<u>BILLABLE RATE *</u>
Principal In Charge	59.03	2.48	146.39
Sr. Estimator/Project Manager	51.72	2.48	128.27
Arch/Struc Estimator	45.49	2.48	112.82
Civil Estimator	28.75	2.48	71.30
MEP Estimator	45.20	2.48	112.10
Administrative Support	13.50	2.48	33.48

LANDSCAPE ARCHITECT

<u>EMPLOYEE</u>	<u>RAW SALARIES</u>	<u>FRINGE & OVERHEAED MULTIPLIER</u>	<u>BILLABLE RATE *</u>
Project Manager	27.59	2.9	80.00
Landscape Architect	29.31	2.9	85.00
Irrigation Designer	24.14	2.9	70.00
CAD/Drafter	15.52	2.9	45.00
Spec/Clerical	12.07	2.9	35.00

* SRI profit of 11% not included in consultants billable rate.

ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT (PS-5166-04/TLR)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY," and **GLE ASSOCIATES, INC.**, a corporation existing under the laws of the State of Florida, whose address is 1320 N. Semoran Boulevard, Suite 203, Orlando, Florida 32807, hereinafter called the "ARCHITECT".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified architect to perform architectural and engineering services for various renovation, construction and general consultation on projects with an estimated construction cost of less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of architects and engineers; and

WHEREAS, ARCHITECT is a licensed architect in accordance with all applicable Federal, State and local statutes, ordinances, rules and regulations; and

WHEREAS, the ARCHITECT is competent and qualified to furnish architectural and engineering services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the ARCHITECT agree as follows:

Section 1. Services. COUNTY does hereby retain ARCHITECT to furnish professional services and perform those tasks generally described as, but not limited to, architectural and engineering services for various restoration and small scale construction projects, each restoration of construction project not to exceed an estimated construction cost of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). Said required services shall be specifically enumerated in the form of written Work Orders issued by the Purchasing and Contracts Division authorizing performance of the specific project. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Authorization for Services. Authorization for performance of professional services by the ARCHITECT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the ARCHITECT. Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. Work Orders issued pursuant to this Agreement shall be substantially in the form set forth in the attached Exhibit "B," which is attached for illustrative purposes only. The COUNTY makes no covenant or promise as to the number of available projects nor that, the ARCHITECT will perform any project for the COUNTY during the life of this Agreement.

Section 3. Time for Completion. The services to be rendered by the ARCHITECT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time

schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 4. Compensation. The COUNTY agrees to compensate the ARCHITECT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The total compensation paid to the ARCHITECT for all services performed pursuant to this Agreement shall not exceed annual amounts budgeted by the COUNTY for this project.

Section 5. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The ARCHITECT shall perform all work required by the Work Order but; in no event, shall the ARCHITECT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order shall be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If the Not-to-Exceed amount is provided, the ARCHITECT shall perform all work required by the Work Order; but, in no event, shall the ARCHITECT be paid more than the Not-to-Exceed amount specified in the applicable Work Order. The amount shall include all reimbursable expenses.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The ARCHITECT is not authorized to exceed the amount without prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The ARCHITECT shall advise the COUNTY whenever the ARCHITECT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%)

of the Limitation of Funds Amount.

(d) For Work Orders issued on a "Fixed Fee Basis", the ARCHITECT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the ARCHITECT ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis". The amount shall include reimbursable expenses. Reimbursable expenses shall be approved by the COUNTY before they are incurred.

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the ARCHITECT may invoice the amount due for actual work hours performed, but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the ARCHITECT ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to Exceed amount shall be treated separately for retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the ARCHITECT may invoice the amount for services actually performed and completed. The COUNTY shall pay the ARCHITECT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds Amount.

(h) Payments shall be made by the COUNTY to the ARCHITECT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. ARCHITECT shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing the services rendered, the cost of the services, the name and address of the ARCHITECT, Work Order Number, Contract Number and all other information required by this Agreement. The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Facilities Maintenance Manager
205 West County Home Road
Sanford, Florida 32771

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from ARCHITECT.

Section 6. General Terms and Payment.

(a) Upon satisfactory completion of all work required under Work Orders issued hereunder or any supplement thereto, and, upon acceptance of the work by the COUNTY, the ARCHITECT may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by the COUNTY. The COUNTY shall pay the ARCHITECT within thirty (30) days of receipt of such valid invoice. Each Work Order shall be treated separately for final payment purposes.

(b) The COUNTY may perform or have performed an audit of the records of the ARCHITECT after final payment to support final payment under any Work Orders issued hereunder. This audit would be performed at a time mutually agreeable to the ARCHITECT and the COUNTY subsequent to the close of the final fiscal period in which the last work is

performed. Total compensation to the ARCHITECT may be determined subsequent to an audit as provided for in this subsection and the immediately following subsection, and the total compensation so determined shall be used to calculate final payment to the ARCHITECT. The accomplishment of this audit shall not delay final payment as provided in Section 6(a).

(c) In addition to the above, if Federal funds are used for any work under this Agreement, the Comptroller General of the United States, or any duly authorized representative or any other appropriate Federal agency, shall have access to any and all books, documents, papers and records of the ARCHITECT which are directly pertinent to work performed under this Agreement as determined by the COUNTY for purposes of making audits, examinations, excerpts and transcriptions.

(d) The ARCHITECT agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections 6(b) and (c). Separate accounting records shall be maintained by the ARCHITECT for each Work Order.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in subsection 6(d) reveals any overpayment by the COUNTY to the ARCHITECT under the terms of this Agreement, the ARCHITECT shall refund such overpayment to the COUNTY within thirty (30) days of notice of same by the COUNTY to the ARCHITECT.

Section 7. Responsibilities of the Architect.

(a) ARCHITECT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, plats, maps, surveys, specifications, permitting through Development Review Board and other County agencies involved in permitting, and other services furnished by ARCHITECT under this Agreement. ARCHITECT shall, without additional compensation correct or revise any errors or deficiencies in his designs, drawings, specifications, and other services.

(b) Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the ARCHITECT shall be and remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the ARCHITECT's performance of any of the services furnished under this Agreement.

(c) If, because of ARCHITECT breach, COUNTY incurs any expense in enforcing the terms of this Agreement, whether suit be brought or not, ARCHITECT agrees to pay all such costs and expenses, including, but not limited to, court costs, interest, and reasonable attorney's fee.

(d) The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

Section 8. Ownership of Documents. All deliverable drawings, AutoCad files, specifications, analysis, reference data, survey data, plans and reports or any other form of written or electronic instrument or document that may result from the ARCHITECT's services or have been created during the course of the ARCHITECT's performance under this Agreement shall become the property of the COUNTY after final payment is

made to the ARCHITECT. No changes or revisions to the documents furnished by the ARCHITECT shall be made by COUNTY or its agents without the written approval of ARCHITECT.

Section 9. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and at the sole option of the COUNTY, shall be renewable thereafter for three (3) successive periods not to exceed one (1) year each on the same terms and conditions. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to said Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by said Work Order.

Section 10. Termination.

(a) The COUNTY may, by written notice to the ARCHITECT terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the ARCHITECT to fulfill its Agreement obligations. Upon receipt of such notice, the ARCHITECT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the ARCHITECT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the ARCHITECT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the ARCHITECT shall be paid no more than a percentage

of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the ARCHITECT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the ARCHITECT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The ARCHITECT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the ARCHITECT; provided, however, that the ARCHITECT shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the ARCHITECT.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the ARCHITECT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 11. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to

it, the Agreement shall prevail.

Section 12. Equal Opportunity Employment. The ARCHITECT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 13. No Contingent Fees. The ARCHITECT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the ARCHITECT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the ARCHITECT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 14. Conflict of Interest.

(a) The ARCHITECT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter*

112, *Florida Statutes*, relating to ethics in government. See *County Personnel Policy 4.10(F)*.

(b) The ARCHITECT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the ARCHITECT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the ARCHITECT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 15. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 16. Subcontractors. In the event that the ARCHITECT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the ARCHITECT must first secure the prior express written approval of the County Project Manager.

Section 17. Indemnification of County.

(a) The ARCHITECT agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising in any way whatsoever from, allegedly arising from, or related to the provision of services hereunder by the ARCHITECT, its officers, agents, servants or

employees. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by the COUNTY to the ARCHITECT, then TWO HUNDRED AND NO/100 DOLLARS (\$200.00) of the compensation set forth in Section 4 of this Agreement shall be deemed to be such specific consideration. The ARCHITECT acknowledges the adequacy and sufficiency of said specific consideration.

Section 18. Insurance.

(a) General. The ARCHITECT shall at the ARCHITECT's own cost, procure the insurance required under this Section.

(1) The ARCHITECT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the ARCHITECT, the ARCHITECT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the ARCHITECT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in

accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the ARCHITECT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by ARCHITECT shall relieve the ARCHITECT of the ARCHITECT's full responsibility for performance of any obligation including ARCHITECT's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes. .

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no

longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the ARCHITECT shall, as soon as the ARCHITECT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the ARCHITECT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the ARCHITECT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the ARCHITECT, the ARCHITECT shall, at the ARCHITECT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the ARCHITECT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) ARCHITECT's insurance shall cover the ARCHITECT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The ARCHITECT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the ARCHITECT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers'

Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The ARCHITECT's insurance shall cover the ARCHITECT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the ARCHITECT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The ARCHITECT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by ARCHITECT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the ARCHITECT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the ARCHITECT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

(g) Subcontractors. If the ARCHITECT subcontracts any of its service, then the ARCHITECT shall require the subcontractor to maintain all insurance coverages specified in this Section.

Section 19. Alternative Dispute Resolution. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to participation in COUNTY administrative dispute resolution procedures. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures", Seminole

County Administrative Code. Contract claims include all controversies arising under this Agreement with administrative dispute resolution procedures set forth in §220.102, "Contract Claims", Seminole County Code.

Section 20. Representatives of the County and the Architect.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the ARCHITECT, shall designate in writing and shall advise the ARCHITECT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The ARCHITECT shall, at all times during the normal work week, designate or appoint one or more representatives of the ARCHITECT who are authorized to act in behalf of and bind the ARCHITECT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

Section 21. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements of understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 22. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 23. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the ARCHITECT including its officers, employees, and agents the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The ARCHITECT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

Section 24. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Seminole County Purchasing Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR ARCHITECT:

GLE Associates, Inc.
1320 N. Semoran Boulevard, Suite 203
Orlando, Florida 32807

Section 25. Rights at Law Retained. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

GLE ASSOCIATES, INC.

_____, Secretary

By: _____
R. QUINN TURNER, AIA
Principal Architect

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
7/23/04
ps-5166-gle

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order
- Exhibit "C" - Rate Schedule

SCOPE OF SERVICES EXHIBIT A

Services:

Licensed Architect/Engineer in accordance to all applicable Federal, State and local statutes, ordinances, rules and regulations to perform architectural/engineering services for various renovation, restoration, construction and general consulting on projects in Seminole County. Architectural and engineering services to include CEI for various restoration renovation and small scale construction projects not exceeding an estimated construction cost of \$500,000.00.

Authorization for Services under the Master Agreement/Continuing Contract:

Authorization for performance of professional services by the Architect/Engineer under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Architect. Each Work Order shall describe the services required, state the dates of commencement and completion of work and establish the amount and method of payment. The County makes no covenant or promise as to the number of available projects nor that, the Architect will perform any project for the County during the life of this Agreement.

Selection of Consultants (Once the Master Agreement is in place):

When dealing with multiple Consultants under a Master Agreement, the County will request a technical memorandum/scope of work and fee proposal from all of the Consultants qualified under the Agreement. The request will include statement of work, elements, submission information and any other pertinent information for a particular project. The criteria for selection will be based on the technical proposal, fee proposal and delivery of services.

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

(CORPORATE SEAL) _____, Secretary
By: _____, President
Date: _____
(Company Name)

----- ***** ----- ***** ----- ***** ----- ***** -----
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)
By: _____
Peter W. Maley, Contracts Supervisor
Date: _____
As authorized by Section 330.3, Seminole
County Administrative Code

(Contracts Analyst, print name)

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

**GLE ASSOCIATES
BILLING RATE SCHEDULE
SIMINOLE MASTER AGREEMENT FOR A & E SERVICES**

	<u>Hourly Rate</u>	<u>Multiplier</u>	<u>Billing Rate</u>
Principal Officer	48.74	2.9	141.75
Sr. Architect	38.61	2.9	112.29
Project Manager	30.77	2.9	89.49
Architect III	31.62	2.9	91.95
Intern Architect	21.15	2.9	61.51
Sr. Engineer	25.48	2.9	74.1
Sr. Draftsman	19.71	2.9	57.32
Admin. Assistant	16.2	2.9	47.11